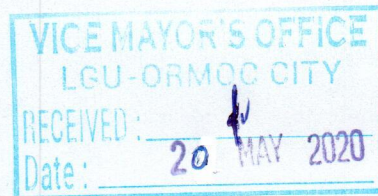


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON MAY 19, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2020-147

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR OR HIS REPRESENTATIVE TO ENTER INTO
AND SIGN THE ATTACHED MEMORANDUM OF
AGREEMENT (MOA) FOR AND ON BEHALF OF THE
LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)
WITH THE DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT THROUGH ITS REGIONAL OFFICE VIII
(DSWD FO VIII) re: ASSISTANCE TO INDIVIDUALS IN
CRISIS SITUATION DUE TO COVID-19.**

WHEREAS, this august Body was in receipt of an extremely urgent endorsement from the Office of the City Mayor dated May 13, 2020 of a request for an issuance of a Resolution granting authority to the City Mayor or his representative to enter into and sign the Memorandum of Agreement (MOA) for and behalf of the Local Government of Ormoc with the Department of Social Welfare and Development through its Regional Office VIII re: Assistance to Individuals in Crisis Situation Due to Covid-19, referred to as Annex A;

WHEREAS, Presidential Proclamation No. 22, was issued declaring a State of Public Health Emergency throughout the Philippines due to the Coronavirus Disease 2019 (COVID-19), enjoining all government agencies and local government units (LGUs) to render full assistance and cooperation and mobilized the necessary resources and measures in a timely manner to curtail and eliminate the threat of COVID-19;

WHEREAS, Section 9, Article II of the Constitution provides that "The State shall promote a just and dynamic social order that will ensure the prosperity and independence of the nation and free the people from poverty through policies that provide adequate social services, promote full employment, a rising standard of living, and an improved quality of life for all."

WHEREAS, Section 17 of Republic Act No. 7160, otherwise known as the Local Government Code, provides that Local Government Units shall discharge such functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provision of the basic services and facilities;

WHEREAS, Section 3 (g) of the Local Government Code provides that "The capabilities of local government unit, especially the municipalities and barangays shall be enhanced by providing them with opportunities to participate actively in the implementation of national programs and projects".

WHEREAS, the Department of Social Welfare and Development as the lead agency for social protection, is mandated to work towards the achievement of improved capacity and opportunities of the poor, vulnerable and disadvantage individuals, families, and communities, to enable them to improve their quality of life which necessarily includes the delivery of social welfare and development (SWD) programs by the Local Government Units (LGUs), through the Local Social Welfare and Development Offices (LSWDOs);

WHEREAS, the Department in its continuous implementation of social protection programs which includes the ASSISTANCE TO INDIVIDUALS IN CRISIS (AICS) as part of its protective services program to the poor, marginalized, vulnerable and disadvantage individuals, especially in the current emergency situation;

WHEREAS, DSWD is mandated to provide technical assistance and resource augmentation to LGUs under Executive Order No. 15 series of 1998, amended by Executive Order No. 221 series of 2003;

WHEREAS, to ensure that the provision on emergency subsidy in the form of social amelioration programs, including AICS, the DSWD FO VIII agrees to forge partnership with the Local Government of Ormoc for the expeditious delivery of emergency assistance;

WHEREAS, the City of Ormoc recognizes its mandate to address the needs of the poor, marginalized, vulnerable and disadvantage within its jurisdiction and commits to a partnership that will deliver a package of services to address poverty, empower and promote inclusive growth, especially in these uncertain times;

WHEREAS, the City Legal Office upon review of the draft of the MOA, finds nothing legally objectionable and that the same is not contrary to law, morals, public order or public policy much less detrimental to the best interest of the City. Moreover, the MOA will be able to provide assistance to individuals at this time of crisis;

WHEREAS, upon close and thorough review, this Sanggunian finds that the purpose of the MOA is not contrary to law and existing contracts, and in fact effectual to policy of our City to uplift the lives to those who are at most in need;

WHEREFORE, on joint motion of SP Member Vincent L. Rama, Chairman, Committee on Social Welfare, Senior Citizens & Persons with Disability and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws & Ordinances, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, Peter M. Rodriguez, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

RESOLVED , AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR OR HIS REPRESENTATIVE TO ENTER INTO AND SIGN THE ATTACHED MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT THROUGH ITS REGIONAL OFFICE VIII (DSWD FO VIII) re: ASSISTANCE TO INDIVIDUALS IN CRISIS SITUATION DUE TO COVID-19;

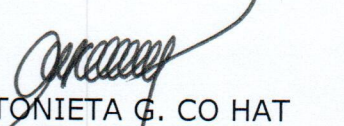
ADOPTED, May 19, 2020.

RESOLVED, FURTHER, that copies of the final and notarized Memorandum of Agreement be furnished to this Sanggunian for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine M. Romero; the City Social Welfare and Development Officer; the Regional Director of DWSD FO VIII, MARIE ANGELA S. GOPALAN; the City Local Government Operations Officer-DILG; and all other concerned offices;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this _____ at _____, by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, a national government agency created pursuant to Republic Act No. 5416, through its **REGIONAL OFFICE VIII**, with office address at **MAGSAYSAY BLVD., TACLOBAN CITY, LEYTE** and represented by its **REGIONAL DIRECTOR, MARIE ANGELA S. GOPALAN** (hereinafter referred to as the "**DSWD FO VIII**") as the First Party;

and

The **(PROVINCIAL/MUNICIPAL) GOVERNMENT OF _____**, a local government entity duly organized and existing under the laws of the Republic of the Philippines with principal address at _____ duly represented by its **LOCAL CHIEF EXECUTIVE, _____** (hereinafter referred to as "**LGU- _____**") as the Second Party;

Hereinafter, the **DSWD FO VIII** and **LGU- _____** shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the **DSWD**, as the lead agency for social protection, is mandated to work towards the achievement of improved capacity and opportunities of the poor, vulnerable, and disadvantaged individuals, families, and communities, to enable them to improve their quality of life;

WHEREAS, consistent with R.A. No. 10121 or the Philippine Risk Reduction and Management Act of 2010, the **DSWD** leads the Response Pillar of the National Disaster Risk Reduction and Management Council (**NDRRMC**); thus, ensures that the response of the national government is well-coordinated including the provision of food and non-food assistance during emergencies;

WHEREAS, on 12 March 2020, the Inter-Agency Task Force on Emerging Infectious Diseases (**IATF-EID**) per Resolution No. 11, series of 2020, raised the **COVID-19** threat to the highest alert level, Code Red Sublevel 2, due to the evidence of sustained community transmission of the disease. Concomitantly, issuances from President Rodrigo Roa Duterte placed the National Capital Region (**NCR**) and later on, the entire Luzon, under enhanced community quarantine and with Presidential Proclamation No. 929, s. 2020, a State of Calamity was declared all throughout the Philippines. Until recently, **LGUs** outside of Luzon have been imposing localized community quarantine in their areas of jurisdiction consistent with the approved **IATF** Resolution setting the parameters therefor;

WHEREAS, the imposition of community quarantine and stringent social distancing measures caused severe disruption in the economic activities all over the country and affected the means of livelihood and subsistence of low income households most especially senior citizens, pregnant and lactating women, solo parents, distressed overseas Filipinos, persons with disability, indigenous peoples, underprivileged and homeless families and informal economy workers;

WHEREAS, with the passage of Republic Act (RA) No. 11469, otherwise known as the "Bayanihan to Heal as One Act of 2020" and the issuance of **DSWD-DOLE-DTI-DA-DOF-DBM** Joint Memorandum Circular No. 1, Series of 2020 or the "Special Guidelines on the Provision of Social Amelioration Measures xxx", an intensified government response is adopted whereby the

concerned national government agencies will provide Emergency Subsidy to low-income households that will be in the form of social amelioration programs;

WHEREAS, the Department continuously implements social protection programs which includes the ASSISTANCCE TO INDIVIDUALS IN CRISIS SITUATION (AICS) as part of the Department's protective services to the poor, marginalized, and vulnerable/disadvantaged individuals;

WHEREAS, consistent with the immediately preceding clause, the DSWD shall ensure the provision of the AICS to the poor, marginalized, and vulnerable/disadvantaged individuals specially in the current emergency situation;

WHEREAS, the DSWD is constrained to observe stringent social distancing measures that prohibit the conduct of assemblies or mass gatherings like payouts to the most affected families or households of the areas under community quarantine;

WHEREAS, to ensure the provision of emergency subsidy in the form of social amelioration programs including AICS, the DSWD Field Office VIII agrees to forge partnership with LGU, in the expeditious delivery of emergency assistance.

NOW, THEREFORE, for and in consideration of the foregoing premises, hereinafter set forth, the PARTIES hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. LGU ORMOC shall:

1. Submit a Budget Proposal for AICS upon entering into this Memorandum of Agreement;
2. In coordination with the Barangays within the City of Ormoc, the (LG-Ormoc) shall identify eligible beneficiaries as defined under RA 11469,JMC No. 1 series of 2020 , DSWD MC No. 9 series of 2020;
3. The eligible beneficiaries / clients shall be profiled through a monitoring tool that will determine if the family will qualify to receive this assistance and will also serve as a monitoring tool in the distribution and receipt of assistance to be provided to each family.

TYPE OF ASSISTANCE	REQUIREMENTS	MINIMUM AMOUNT	MAXIMUM AMOUNT
Medical	<ul style="list-style-type: none">• Medical Certificate / Medical Abstract• Final Hospital Bill / Prescriptions• Certificate of Indigency• Valid ID	1,000.00	10,000.00
Burial	<ul style="list-style-type: none">• Registered Death Certificate• Updated Funeral Contract• Certificate of Indigency• Valid ID	5,000.00	10,000.00
Food / Transportation	<ul style="list-style-type: none">• Certificate of Indigency• Valid ID	1,000.00	3,000.00
Cash Assistance for other support services	<ul style="list-style-type: none">• Certificate of Indigency• Valid ID	1,000.00	10,000.00

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, rules, policy, moral.

Ammdments/Revisions

Atty. Josephine A. Theja-Pompa
City Legal Officer

BY: DATE:

4. Ensure that the processing of personal information of the target family-beneficiaries is compliant to the provisions of Data Privacy Act of 2012 with the obligation to protect the same from access by unauthorized third parties, and to use the same solely for the intended purpose as enunciated in the guidelines;
5. Claim the check/s or validated List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA), whichever is applicable, from DSWD FO VIII, through the Municipal/Provincial Treasurer or the authorized municipal/provincial representative, and issue the corresponding Official Receipt, or Acknowledgement Receipt and other documents as proof of receipt of the funds downloaded to _____;
6. Determine the most efficient and safe arrangement with each target family- beneficiary on how the assistance shall be delivered taking into consideration the strict home quarantine protocol, social distancing or the guidelines imposed by the Inter-Agency Task Force on COVID-19, provided that LGU-Ormoc who may request the assistance of DSWD Field Office VIII to ensure that the assistance is actually received by the beneficiaries;
7. Ensure the delivery of assistance to the beneficiaries based on the masterlist within seven (7) days from the receipt of the funds from DSWD FO VIII; provided that those at geographically isolated and disadvantaged areas (GIDA) shall complete delivery within ten (10) days;
8. Take full responsibility in the proper disposition/disbursement of funds in accordance with existing accounting and auditing rules and regulations imposed by the Commission on Audit (COA) Circular No. 94-013 and other applicable accounting and auditing manuals used by the Government;
9. Use the funds released by the DSWD to beneficiaries solely for the purpose and for qualified individuals / families as enunciated in Republic Act (RA) No. 11469 and based on DSWD Memorandum Circular No. 09, series of 2020 attached as Annex "B"; Release the assistance to eligible families according the amount stipulated per family as provided for DSWD Memorandum Circular No. 11, series of 2020.
10. Provide and submit the following to the DSWD FO VIII through electronic or digital means the daily status and update of distribution of both paid or unpaid beneficiaries;
11. Liquidate the funds within the period of fifteen (15) working days from the date of actual distribution of funds but not later than 90 calendar days from receipt of funds and submit the liquidation report to DSWD FO VIII with the following attachments:
 - a) Report of Disbursements (ROD) duly certified by the Municipal Accountant and approved by the LCE and duly audited by the Auditor of the LGU;
 - b) Signed payroll; and
 - c) Certificate of Full Liquidation from Municipal COA;
 - d) Fund Utilization Report (FUR)
 - e) Copy of Official Receipt for any refund of unutilized balance.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. [Signature]
City Legal Officer

BY: _____ DATE: _____

12. Keep and maintain financial and accounting records for the said funds in accordance with the Generally Accepted Accounting and Auditing principles and other COA rules and regulations;

B. The DSWD FIELD OFFICE VIII shall:

Transfer funds to LGU upon receipt of the following required documents:

- i. Project Proposal;
- ii. Sangguniang Bayan resolution authorizing the Local Chief Executive to enter into Memorandum of Agreement on this purpose.

- b. Send personnel to the areas of payout to strictly enforce and monitor the distribution of assistance, disbursement, and utilization of funds by LGU-Ormoc and daily monitoring is required when warranted;
- c. Conduct regular coordination and monitoring with LGU-Ormoc regarding the implementation of the assistance;
- d. Demand LGU-Ormoc to refund the full amount of unutilized/disallowed amount within a period of fifteen (15) working days from the completion of the distribution but not beyond ninety (90) calendar days upon receipt of the transferred funds;

III. ACCOUNTABILITY

The Local Chief Executive and other LGU Officials shall ensure that no acts or any violation of malfeasance, nonfeasance and misfeasance of the provisions of this Memorandum of Agreement which shall render them criminally, civilly and administratively liable after due process of law.

The City/Municipal Treasurer shall take charge of the funds transferred by DSWD FO VIII in accordance to her/his duties enunciated under Book II of the Local Government Code of 1991.

The DSWD Field Office VIII shall provide the all necessary technical assistance and guidance in the implementation as may be requested by the Local Government Unit.

No additional funds may be transferred by DSWD Field Office to LGU until they have submitted a liquidation report for earlier fund releases.

IV. SEPARABILITY CLAUSE

In case any provision hereof or any party thereof be declared void or unenforceable by competent authorities, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.

V. EFFECTIVITY OF THIS AGREEMENT

This agreement shall take effect upon signing of the parties and shall remain in full force and effect only for three (3) months, unless extended by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on the date and at the place above written.

REVIEWED	DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
ORMOC CITY LEGAL OFFICE	By:
Approved	MARIE ANGELA S. GOPALAN Regional Director
Separate Opinion	CITY GOVERNMENT OF ORMOC
Drafted by CLO	By:
Not contrary to laws, public policy, moral.	<u>RICHARD I. GOMEZ, DPA</u> Local Chief Executive
Amendments/Revisions	WITNESSES:
Atty. Josephine A. [Signature] City Legal Officer	
BY: _____ DATE: _____	

IRENE PERMEJO
SWO-II/CIS Head Section

DELIA D. CORBO
CSWD, Chief

Certified Funds Available:

Reviewed by:

CHRISTOPHER I. BACASON
Accountant III

BRIGIDA D. ESPEJO
Chi

ACKNOWLEDGMENT

Republic of the Philippines} SS

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Gov't ID	Date Issued	Place Issued
RD Marie Angela S. Gopalan	03-09-22	Dec. 18, 2018	DSWD, MANILA

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed and that of the entities they represent.

This instrument consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on each and every page thereof by the parties and their instrumental witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year, and place above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.

C/O/CITY LEGAL OFF

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, or
policy, moral.

Amendments/Rev.

Atty. Josephine A. Mejia-Romero
City Legal Officer DATE: